

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

AHRON BRAUN;

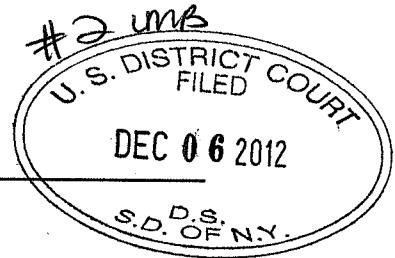
Plaintiff,

-v-

NCO FINANCIAL SYSTEMS, INC.;

Defendant,

Case No. 12 CV 8927



TRIAL BY JURY DEMANDED

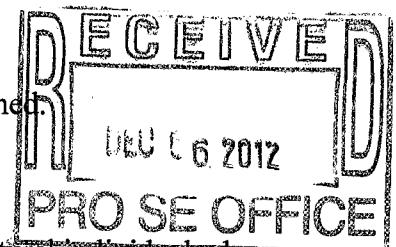
**VERIFIED COMPLAINT PURSUANT TO THE FAIR CREDIT
REPORTING ACT (FCRA) 15 U.S.C. § 1681 et seq.**

JURISDICTION

1. This court possesses jurisdiction under 15 U.S.C. § 1681p; 15 U.S.C. § 1691(A); 28 U.S.C. § 1331; *et seq.*
2. All conditions precedent to the bringing of this action have been performed.

PARTIES

3. The Plaintiff in this lawsuit is Ahron Braun, (hereinafter "Plaintiff") a natural individual who resides in the State of New York, in the County of Orange, and is a consumer as defined by FCRA 15 U.S.C. § 1681a(c).
4. The Defendant in this lawsuit is NCO FINANCIAL SYSTEMS, INC. (hereinafter "Defendant") an entity with its principle place of business located at 507 Prudential Road, Horsham, PA 19044, and is a furnisher of consumer information to consumer reporting agencies 15 U.S.C. § 1681s-2.



VENUE

5. The occurrences which give rise to this action occurred in Orange County, New York and Plaintiff resides in Orange County, New York.
6. Venue lies in the Southern District of New York pursuant to 28 U.S.C. § 1331(b)(2).

FACTUAL ALLEGATIONS

7. Plaintiff obtained his consumer credit report from the credit reporting agencies and found entries by entities that were unfamiliar to him within the report.
8. Congress enacted the FCRA in part to stringently protect consumer privacy interests from unwarranted and illegal intrusions.
9. Plaintiff found after examination of his Trans Union credit report that Defendant had obtained the Plaintiff's Trans Union credit report on the following date: August 16, 2010, May 19, 2011, June 4, 2011 (See a copy of the relevant portion attached hereto as Exhibit A).
10. The referenced inquiry has become a permanent component of the Plaintiff's credit profile and is reported to those who ask to review the credit history of the Plaintiff.
11. At no time has the Plaintiff personally granted to Defendant the right to acquire his credit report from any credit reporting agency, nor does the Plaintiff have any kind of relationship with the Defendant as defined under FCRA § 1681b(3)(A)-(E).
12. On May 9, 2012, Plaintiff mailed a dispute letter to Trans Union and informed them that Plaintiff never gave permission for Defendant to obtain his credit report and requested that Trans Union verify with a general or specific certification that authorized the Defendant to obtain Plaintiff's credit report and what permissible purpose they may have had, and remove the erroneous inquiries from his credit file (See a copy attached hereto as Exhibit B).
13. Trans Union failed to respond with a general or specific certification as to what permissible purpose the Defendant may have had when they obtained the Plaintiff's consumer credit report.
14. On July 10, 2012, Plaintiff mailed a letter to the Defendant and requested a general or specific certification as to what permissible purpose they may have had, and if they fail to provide it the inquiries on Plaintiff's credit report should be removed (See a copy attached as Exhibit C).

15. Upon Plaintiff's request for proof, and deletion, the Defendant failed to respond with any evidence that they may have had permissible purpose to obtain the Plaintiff's consumer credit report, and they also did not removed the inquiries from Plaintiff's credit report.
16. On October 19, 2012 Plaintiff mailed a Notice of Pending Lawsuit to Defendant in an effort to mitigate damages and reach a settlement outside of court (See a copy attached as Exhibit D).
17. Defendant failed to respond to Plaintiff's Notice therefore Plaintiff had no choice but to seek damages in this honorable court.
18. Discovery of violation brought forth herein is still within the statute of limitations as defined in FCRA, 15 U.S.C. § 1681p(1).

COUNT I
VIOLATION OF THE FAIR CREDIT REPORTING ACT (FCRA)
15 U.S.C. § 1681 FOR WILLFUL NON-COMPLIANCE
BY DEFENDANT NCO FINANCIAL SYSTEMS, INC.

19. The Plaintiff incorporates by reference all of the above paragraphs of this Complaint as though fully stated herein.
20. Trans Union is a credit reporting agency within the meaning of the FCRA, 15 U.S.C. § 1681a(f).
21. Consumer credit report is a consumer report within the meaning of FCRA, 15 U.S.C. § 1681a(d).
22. The FCRA, 15 U.S.C. § 1681b defines the permissible purposes for which a person may obtain a consumer credit report.
23. Such permissible purposes as defined by 15 U.S.C. § 1681b are generally, if the consumer makes application for credit, makes application for employment, for underwriting of insurance involving the consumer, or is offered a bona fide offer of credit as a result of the inquiry.
24. The Plaintiff never had any signed contracts, business dealings, or any accounts with, made

application for credit from, made application for employment with, applied for insurance from, or received a bona fide offer of credit from the Defendant that may have given them a permissible purpose to obtain the Plaintiff's credit reports as defined by the FCRA.

25. On August 16, 2010 Defendant obtained the Trans Union consumer credit report for the Plaintiff without a permissible purpose in violation of FCRA, 15 U.S.C. § 1681b.

26. The Defendant was required pursuant to FCRA § 1681q, 1681n and 1681o to refrain from obtaining consumers reports from credit reporting agencies under false pretenses.

27. At no time has Defendant ever indicated what justification they may have had for obtaining Plaintiff's credit report. The Defendant had a duty under 15 U.S.C. § 1681s2(b) to properly ascertain if there was any legitimate permissible purpose before obtaining Plaintiff's credit report and Defendant breached said duty by failing to do so.

28. On its own authority, and without provocation, solicitation or the permission of the Plaintiff to do so, Defendant obtained Plaintiff's consumer credit report.

29. As a result of the Defendant's conduct, action and inaction Plaintiff suffered damage by loss of credit, loss of the ability to purchase and benefit from credit, the mental and emotional pain and anguish and the humiliation and embarrassment of credit denials and lowering of credit lines.

30. Without a permissible purpose or Plaintiff's consent Defendant's conduct constituted a willful and reckless action rendering them liable for actual, statutory, damages an amount to be determined by the Court pursuant to 15 U.S.C. § 1681n(a).

COUNT II
VIOLATION OF THE FAIR CREDIT REPORTING ACT (FCRA)
15 U.S.C. § 1681 FOR WILLFUL NON-COMPLIANCE
BY DEFENDANT NCO FINANCIAL SYSTEMS, INC.

31. The Plaintiff incorporates by reference all of the above paragraphs of this Complaint as though fully stated herein.
32. Trans Union is a credit reporting agency within the meaning of the FCRA, 15 U.S.C. § 1681a(f).
33. Consumer credit report is a consumer report within the meaning of FCRA, 15 U.S.C. § 1681a(d).
34. The FCRA, 15 U.S.C. § 1681b defines the permissible purposes for which a person may obtain a consumer credit report.
35. Such permissible purposes as defined by 15 U.S.C. § 1681b are generally, if the consumer makes application for credit, makes application for employment, for underwriting of insurance involving the consumer, or is offered a bona fide offer of credit as a result of the inquiry.
36. The Plaintiff never had any signed contracts, business dealings, or any accounts with, made application for credit from, made application for employment with, applied for insurance from, or received a bona fide offer of credit from the Defendant that may have given them a permissible purpose to obtain the Plaintiff's credit reports as defined by the FCRA.
37. On May 19, 2011 Defendant obtained the Trans Union consumer credit report for the Plaintiff without a permissible purpose in violation of FCRA, 15 U.S.C. § 1681b.
38. The Defendant was required pursuant to FCRA § 1681q, 1681n and 1681o to refrain from obtaining consumers reports from credit reporting agencies under false pretenses.
39. At no time has Defendant ever indicated what justification they may have had for obtaining Plaintiff's credit report. The Defendant had a duty under 15 U.S.C. § 1681s2(b) to properly ascertain if there was any legitimate permissible purpose before obtaining Plaintiff's credit report and Defendant breached said duty by failing to do so.
40. On its own authority, and without provocation, solicitation or the permission of the Plaintiff to do so, Defendant obtained Plaintiff's consumer credit report.

41. As a result of the Defendant's conduct, action and inaction Plaintiff suffered damage by loss of credit, loss of the ability to purchase and benefit from credit, the mental and emotional pain and anguish and the humiliation and embarrassment of credit denials and lowering of credit lines.
42. Without a permissible purpose or Plaintiff's consent Defendant's conduct constituted a willful and reckless action rendering them liable for actual, statutory, damages an amount to be determined by the Court pursuant to 15 U.S.C. § 1681n(a).

COUNT III

VIOLATION OF THE FAIR CREDIT REPORTING ACT (FCRA)
15 U.S.C. § 1681 FOR WILLFUL NON-COMPLIANCE
BY DEFENDANT NCO FINANCIAL SYSTEMS, INC.

43. The Plaintiff incorporates by reference all of the above paragraphs of this Complaint as though fully stated herein.
44. Trans Union is a credit reporting agency within the meaning of the FCRA, 15 U.S.C. § 1681a(f).
45. Consumer credit report is a consumer report within the meaning of FCRA, 15 U.S.C. § 1681a(d).
46. The FCRA, 15 U.S.C. § 1681b defines the permissible purposes for which a person may obtain a consumer credit report.
47. Such permissible purposes as defined by 15 U.S.C. § 1681b are generally, if the consumer makes application for credit, makes application for employment, for underwriting of insurance involving the consumer, or is offered a bona fide offer of credit as a result of the inquiry.
48. The Plaintiff never had any signed contracts, business dealings, or any accounts with, made application for credit from, made application for employment with, applied for insurance from, or received a bona fide offer of credit from the Defendant that may have given them a permissible purpose to obtain the Plaintiff's credit reports as defined by the FCRA.

49. On June 4, 2011 Defendant obtained the Trans Union consumer credit report for the Plaintiff without a permissible purpose in violation of FCRA, 15 U.S.C. § 1681b.
50. The Defendant was required pursuant to FCRA § 1681q, 1681n and 1681o to refrain from obtaining consumers reports from credit reporting agencies under false pretenses.
51. At no time has Defendant ever indicated what justification they may have had for obtaining Plaintiff's credit report. The Defendant had a duty under 15 U.S.C. § 1681s2(b) to properly ascertain if there was any legitimate permissible purpose before obtaining Plaintiff's credit report and Defendant breached said duty by failing to do so.
52. On its own authority, and without provocation, solicitation or the permission of the Plaintiff to do so, Defendant obtained Plaintiff's consumer credit report.
53. As a result of the Defendant's conduct, action and inaction Plaintiff suffered damage by loss of credit, loss of the ability to purchase and benefit from credit, the mental and emotional pain and anguish and the humiliation and embarrassment of credit denials and lowering of credit lines.
54. Without a permissible purpose or Plaintiff's consent Defendant's conduct constituted a willful and reckless action rendering them liable for actual, statutory, damages an amount to be determined by the Court pursuant to 15 U.S.C. § 1681n(a).

PRAYER FOR RELIEF

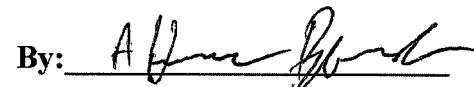
"WHEREFORE, Plaintiff respectfully prays that judgment be awarded in his favor against Defendant as follows:"

1. Actual or statutory damages pursuant to 15 U.S.C. § 1681n(a)(1)(b);
2. Attorney's fees, Other fees and costs pursuant to 15 U.S.C. § 1681n(a)(3);
3. That Plaintiff recover punitive damages in an amount to be determined by the enlightened conscience of a jury sufficient to prevent these actions herein from occurring again pursuant to 15 U.S.C. § 1681n(a)(2); and,
4. That Plaintiff recover such other and further relief as is just and proper.

Plaintiff reserves the right to amend complaint if the Defendant continues to violate sections of the Fair Credit Reporting Act after the date of the filing of this complaint.

Dated: November 29, 2012

Respectfully Submitted,

By: 
Ahron Braun
4 Mountain Road Unit 205
Monroe, NY 10950
ip84510950@gmail.com

VERIFICATION OF COMPLAINT AND CERTIFICATION

STATE OF NEW YORK)
)
) ss
COUNTY OF ORANGE)

Plaintiff, Ahron Braun, hereby declares under the penalty of perjury that the foregoing is true and correct:

1. I am the Plaintiff in this civil proceeding.
2. I have read the foregoing Verified Complaint and I believe that all of the facts contained therein are true to the best of my knowledge, information and belief formed after reasonable inquiry.
3. I believe that this civil Complaint is well grounded, cognizable in facts and warranted by existing law or by good faith argument for the extension, modification or reversal of existing law.
4. I believe that this civil Complaint is not interposed for any improper purpose, such as to harass the Defendant, cause them unnecessary delay, or to create a needless increase in the cost of litigation to any Defendant, named in the Complaint.
5. I have filed this civil Complaint in good faith and solely for the purposes set forth in it.

Pursuant to 28 U.S.C. § 1746(2), I, Ahron Braun, hereby declare (or certify, verify or state) under penalty of perjury that the foregoing is true and correct.

Dated: November 29, 2012

By: A. Braun
Ahron Braun



EXHIBIT A

Member Center	Your Credit	Your Debt	Your Identity	Your Home	Your Insurance	Your Savings
Credit Alerts	Credit Reports	Credit Scores	Tranding			

TransUnion Report

[Refresh Your Report](#)

[View another report:](#)

PERSONAL INFORMATION [?](#)

			Comparison
NAME:	AHRON Y BRAUN	AHRON Y BRAUN	✓
ALSO KNOWN AS:	ARON BRAUN	ARON BRAUN	✓
	AHREN BRIAN	AHREN BRIAN	✓
DATE OF BIRTH:			✓
CURRENT ADDRESS:	4 MOUNTAIN RD #205 MONROE, NY 10950 06/2001	4 MOUNTAIN RD #205 MONROE, NY 10950 06/2001	✓
PREVIOUS ADDRESS:	5 STROPKOV CT #203 MONROE, NY 10950 05/1999	5 STROPKOV CT #203 MONROE, NY 10950 05/1999	✓
	2 SCHUNNEMUNK RD #UNT30 MONROE, NY 10950	2 SCHUNNEMUNK RD #UNT30 MONROE, NY 10950	✓
EMPLOYER:	DBA AHRON BRAUN 10/2009	DBA AHRON BRAUN 10/2009	✓
PREVIOUS EMPLOYER:	CONG HANOE 09/2005	CONG HANOE 09/2005	✓

Consumer Statement

	None Reported	Comparison
		✓

[See if you're pre-qualified for credit card offers from Capital One®](#)

SUMMARY [?](#)

		Comparison
TOTAL ACCOUNTS:	23	12 (-11)
OPEN ACCOUNTS:	5	4 (-1)
CLOSED ACCOUNTS:	18	5 (-10)
DELINQUENT:	2	0 (-2)
DEROGATORY:	12	7 (-5)
BALANCES:	\$125,309	\$51,273 (\$74,036)
PAYMENTS:	\$50	\$48 (\$2)

OFFERS FOR YOU	
Capital One Card Offers	
Refi Rates	
Fast Quotes	
Refi with Lending Tree	

RELATED ITEMS	
Learn more about credit	

FAQ	
How long can I access my credit reports online?	

Why does my Change Report list an item as Removed?	
Why does my Change Report list an item as New?	

See Your Complete Credit Picture	
Data From All 3 Bureaus in 1 Easy-to-Read Report	

Data From All 3 Bureaus in 1 Easy-to-Read Report	
Get Started	

Union Experian	

[EQUIFAX](#)

Account Review Inquiries

BANK OF AMERICA
4161 PIEDMONT PKWY
GREENSBORO, NC 27410-8110
(800) 451-6362
Requested On: 05/28/2012

METLIFE AUTO AND HOME
500 ECONOMY COURT
FREEPORT, IL 61032
(800) 665-4129
Requested On: 05/22/2012, 09/20/2011

Permissible Purpose: INSURANCE UNDERWRITING

MIDLAND CREDIT MGMT INC
8875 AERO DR STE 200
SAN DIEGO, CA 92123
(800) 825-0131
Requested On: 05/17/2012

CAVALRY PORTFOLIO SVCS
500 SUMMIT LAKE DR.
STE 4A
VALHALLA, NY 10595
(800) 501-0909
Requested On: 05/16/2012

PLAZA RECOVERY INC
370 7TH AVE
NEW YORK, NY 10001
Phone number not available
Requested On: 03/12/2012

CREDIT PROTECTION ASSOC
13355 NOEL RD
21ST FLOOR
DALLAS, TX 75240
Phone number not available
Requested On: 12/07/2011

PLAZA RECOVERY INC
370 7TH AVENUE
FKA PLAZA ASSOCIAT
NEW YORK, NY 10001
Phone number not available
Requested On: 10/06/2011

THE HARTFORD/LEXIS NEXIS
1000 ALDERMAN DRIV
ALPHARETTA, GA 30005
(800) 624-5578
Requested On: 09/15/2011

Permissible Purpose: INSURANCE UNDERWRITING

CONSUMER INFO.COM
18500 VON KARMEN A
#900
IRVINE, CA 92612
Phone number not available
Requested On: 07/28/2011, 07/21/2011, 07/15/2011,
07/07/2011, 06/24/2011, 06/16/2011, 06/09/2011, 05/26/2011,
05/19/2011

CONSUMERINFO via CONSUMER INFO.COM
18500 VON KARMEN A
#900
IRVINE, CA 92612
Phone number not available
Requested On: 06/13/2011

TRANSUNION INTERACTIVE I
100 CROSS ST
STE 202
SAN LUIS OBISP, CA 93401
Phone number not available
Requested On: 06/09/2011, 05/26/2011, 05/19/2011,
04/17/2011, 04/11/2011, 03/26/2011, 03/12/2011, 03/05/2011,
02/25/2011, 02/11/2011, 01/28/2011, 01/14/2011, 01/06/2011,
12/24/2010, 12/10/2010, 12/03/2010

NCO FINANCIAL SYSTEMS
507 PRUDENTIAL RD
HORSHAM, PA 19044
Phone number not available
Requested On: 06/04/2011

Permissible Purpose: CREDIT MONITORING

NCO FINANCIAL SYSTEMS
507 PRUDENTIAL ROA
HORSHAM, PA 19044
Phone number not available
Requested On: 05/19/2011

100 CROSS ST
STE 202
SAN LUIS OBISP, CA 93401
Phone number not available
Requested On: 05/11/2011

Permissible Purpose: CREDIT MONITORING

ARS NATIONAL
201 WEST GRAND
ESCONDIDO, CA 92025
Phone number not available
Requested On: 02/12/2011, 01/21/2011

PROGRESSIVE AUTO 31
P.O. BOX 94568
CLEVELAND, OH 44101
(800) 888-7764
Requested On: 01/20/2011, 11/08/2010

Permissible Purpose: INSURANCE UNDERWRITING

THE HARTFORD/LEXIS NEXIS
1000 ALDERMAN DRIV
ALPHARETTA, GA 30005
(800) 624-5578
Requested On: 01/20/2011
Permissible Purpose: INSURANCE UNDERWRITING

TU INTERACTIVE
100 CROSS ST
#202
SAN LUIS OBISP, CA 93401
Phone number not available
Requested On: 11/30/2010

ALLSTATE
1819 ELECTRIC RD.

NATIONAL ENTERPRISE SYS

29125 SOLON ROAD
SOLON, OH 44139
(440) 542-1360

Requested On: 10/15/2010

LTD FINANCIAL SERVICES

7322 SOUTHWEST FRT
SUITE 1600
HOUSTON, TX 77074
(713) 414-2100

Requested On: 09/01/2010

NCO FINANCIAL SYSTEMS

507 PRUDENTIAL RD
HORSHAM, PA 19044
Phone number not available
Requested On: 08/16/2010

Credit Report Messages

Your credit report contains the following messages.

PROMOTIONAL OPT-OUT: This file has been opted out of promotional lists supplied by TransUnion.
(Note: This opt-out is set to expire in 12/2015.)

-End of Credit Report-

Should you wish to contact TransUnion, you may do so,

Online:

To learn about reporting an inaccuracy click [here](#).
For answers to general questions, please visit: www.transunion.com.

By Mail:

TransUnion Consumer Relations
P.O. Box 2000
Chester, PA 19022-2000

By Phone:

(800) 916-8800
You may contact us between the hours of 8:00 a.m. and 11:00 p.m. Eastern Time, Monday through Friday, except major holidays.

For all correspondence, please have your TransUnion file number available (located at the top of this report).

Consumer Rights

Para informacion en espanol, visite www.ftc.gov/credit o escribe a la FTC Consumer Response Center, Room 130-A, 600 Pennsylvania Ave., N.W., Washington, D.C. 20580.

A Summary of Your Rights Under the Fair Credit Reporting Act

The federal Fair Credit Reporting Act (FCRA) promotes the accuracy, fairness, and privacy of information in the files of consumer reporting agencies. There are many types of consumer reporting agencies, including credit bureaus and specialty agencies (such as agencies that sell information about check writing histories, medical records, and rental history records). Here is a summary of your major rights under the FCRA. For more information, including information about additional rights, go to www.ftc.gov/credit, or write to Consumer Response Center, Room 130-A, Federal Trade Commission, 600 Pennsylvania Ave., N.W., Washington, D.C. 20580.

You must be told if information in your file has been used against you.

Anyone who uses a credit report or another type of consumer report to deny your application for credit, insurance, or employment -- or to take another adverse action against you -- must tell you, and must give you the name, address, and phone number of the agency that provided the information.

You have the right to know what is in your file.

You may request and obtain all the information about you in the files of a consumer reporting agency (your "file disclosure"). You will be required to provide proper identification, which may include your Social Security Number. In

From:
Ahron Braun
4 Mountain Rd. # 205
Monroe, NY 10950

May 8, 2012

EXHIBIT B

To:
Trans Union Consumer Solutions
Attn: Legal Department
P.O. Box 2000
Chester, PA 19022-2000

RE: Ahron Braun / 000-00-0000/ 00/00/0000

To Whom It May Concern:

According to the Fair Credit Reporting Act YOU ARE REQUIRED TO HAVE VERIFIABLE PROOF of any account you list on my credit report, otherwise anyone with the ability to report to you could fax or email in a fraudulent account. I demand to see what proof you have of the below listed accounts which are unverifiable. Your failure to verify has hurt my ability to obtain credit. I demand that they be removed immediately!

I am officially disputing the following entries on my report for the aforementioned reason:

CREDIT ONE BANK

Account Number: 444796218735****

HSBC BANK

Account Number: 97020917****

HSBC BANK

Account Number: 18002745****

US BANK

Account Number: 46922785****

HSBC/SAKS

Account Number: 106601-752471****

UNVL/CITI

Account Number: 53984291****

DISCOVER CD

Account Number: 60110026****

DISCOVER FIN

Account Number: 60110021****

CHASE

Account Number: 44171680****

I did not authorize the following inquiries on my credit report. I believe that they were obtained fraudulently. Please remove them.

COHEN & SLAMOWITZ LLP
NCO FINANCIAL SYSTEMS, INC.

RESURGENT CAPITAL SERVICES, L.P.
GRANITE BAY ACCEPTANCE I
NCO FINANCIAL SYSTEMS, INC.
REDLINE RECOVERY SERVICE
VERIFACTS INC
NCO FINANCIAL SYSTEMS, INC.

I am hereby requesting that the following actions be taken to verify these entries as to what permissible purpose they may have had to obtain my credit report that were allowed by your agency:

- *I would like to see verified proof of the consumer contract with my signature on it between me and the disputed company or a power of attorney or assignment contract between the disputed company and the principal creditor.*
- *I would like to see the agency notice to the above users and/or furnishers of information provided by your establishment informing them of their responsibility to provide accurate and valid information.*

According to **§ 609. Disclosures to consumers [15 U.S.C. 1681g]** you have an obligation to provide the requested verification of any and all accounts you posted on your report.

Failure to perform the above obligation will result in action pursuant to

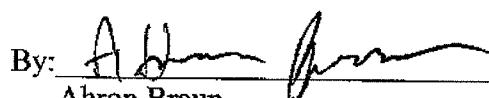
§ 616. Civil liability for willful noncompliance
§ 617. Civil liability for negligent noncompliance

These request(s) are being made as a result to an injury of damage to my reputation for credit worthiness and this is prohibited by the FCRA **§ 609**.

I would appreciate all actions to rectify this situation to be made within (30) days, which is stated in **§611. Procedure in case of disputed accuracy [15 U.S.C. 1681i] (a)(1)(A)(S)**.

Please provide me with a description of the reinvestigation procedure for all items. Please provide me with the source of information for all items. Please send me all information in my consumer file. Please send me an updated copy of my credit report. Thank you for your cooperation in advance.

Sincerely,

By: 
Ahron Braun
SS: 000-00-0000
DOB: 00/00/0000

P.S. Please find enclosed a copy of my Drivers License to verify identity.
Experian, Equifax, has correctly deleted all of these accounts as evidenced by the enclosed investigation results. Trans Union must do the same.

The *Fair Credit Reporting Act* allows only authorized inquiries to appear on the consumer credit report.

From:
Ahron Braun
4 Mountain Road Unit 205
Monroe, NY 10950

July 9, 2012

EXHIBIT C

To:
NCO FINANCIAL SYSTEMS, INC.
507 Prudential Road
Horsham, PA 19044

Re: Unauthorized Credit Inquiries.

Dear NCO FINANCIAL SYSTEMS, INC.,

Kindly note that while checking my personal credit report which I acquired from Trans Union, I noticed inquiries made by your organization.

The details of the inquiries are as follows: 8/27/2010, 5/19/2011, 6/4/2011.

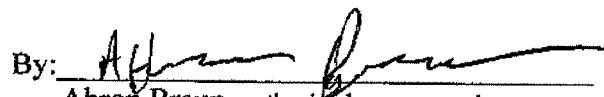
Since I have not approved your organization or any person associated with it to the best of my knowledge, you were not legally entitled to make these inquiries. Hence, I request you to contact the concerned credit bureau and the credit reporting agencies and remove the unauthorized hard inquiries as it violates the Fair Credit Reporting Act, Section 1681b(c): Transactions Not Initiated by Consumer. I also request you to remove my personal information from your records after removing the unauthorized inquiries from my credit profiles as I never had any contracts, accounts, with your company. Please send me a written confirmation that you have kept my requests. You are also financially harming me with this unauthorized inquiries, which is a strict violation of Title 48 FAR 50.201 and FCRA 604(A)(3).

If you believe that you possess sufficient documentation that supports your authorization to make the inquiry, I am requesting a general or specific certification as to what permissible purpose you may have had, please be kind enough to forward me a copy of that at my current address so that I may verify its validity.

If I do not have confirmation that you have deleted the inquiry or documentation that supports an authorized inquiry, then I will have no choice but to take all legal steps necessary to protect myself and you will be subject to a minimum fine of \$1,000.00 for each violation.

July 9, 2012

Respectfully Submitted,

By: 
Ahron Braun, authorized representative

From:
Ahron Braun
4 Mountain Road Unit 205
Monroe, NY 10950

October 18, 2012

EXHIBIT D

To:
NCO FINANCIAL SYSTEMS, INC.
507 Prudential Road
Horsham, PA 19044

NOTICE OF PENDING LAWSUIT

To whom it may concern,

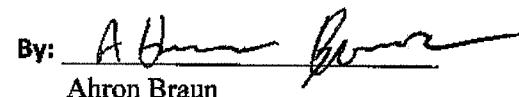
This notice is being sent prior to filing lawsuit as an opportunity to amicably cure **NCO FINANCIAL SYSTEMS, INC.**'s violations of applicable sections of the Fair Credit Reporting Act (FCRA) 15 U.S.C. § 1681 and the New York Debt Collection Procedures and General Business Laws Sec. 601.

I am willing to settle these matters amicably without having to file suit and am giving you 10 (Ten) days from receipt of this letter to take the opportunity to do so. If **NCO FINANCIAL SYSTEMS, INC.** chooses not to settle the matters at hand then I will have no choice but to file suit and seek my remedy in a court of law.

Please inform me of your intentions immediately. If I do not hear from you, I assure you that I will follow through with the actions listed above. Your refusal to respond will be taken as a tacit admission that you are in violation of the law and wish these issues to be adjudicated in Federal court. Barring lack of response from you in this matter we will proceed to the Federal Court to resolve it. Don't make the mistake of ignoring this. The ball is in your court. Consider yourselves warned!

You may have permission to call me only to settle this issue. I can be reached via email at ahron.braun@gmail.com This email is not to be shared, or used for any purpose other than to address the matters at hand.

Respectfully Submitted,

By: 
Ahron Braun

P.S. Please see an attach copy of the complaint as it will be filed on 11/22/2012

U.S. POSTAGE
PAID
MONROE NY
DEC 03 2012
AMOUNT
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Ahron Braun
4 Mountain Road Unit 205
Monroe, NY 10950

United States Federal Courthouse
Southern District of New York
300 Quarropas St.
White Plains, NY 10601-4150